

IFW

PTO/SB/82 (04-05)

Approved for use through 11/30/2005. OMB 0651-0035

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

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**REVOCATION OF POWER OF  
ATTORNEY WITH  
NEW POWER OF ATTORNEY  
AND  
CHANGE OF CORRESPONDENCE ADDRESS**

Application Number	10/801,158
Filing Date	03/05/2004
First Named Inventor	Scott A. Brown
Art Unit	1711
Examiner Name	
Attorney Docket Number	PO-8686-US / 53699

**I hereby revoke all previous powers of attorney given in the above-identified application.**

☐ A Power of Attorney is submitted herewith.

**OR**

☒ I hereby appoint the practitioners associated with the Customer Number:

00157

☒ Please change the correspondence address for the above-identified application to:

☒ The address associated with  
Customer Number:

00157

**OR**

☐ Firm or  
Individual Name

Address

City

State

Zip

Country

Telephone

Email

I am the:

☐ Applicant/Inventor.

☒ Assignee of record of the entire interest. See 37 CFR 3.71.  
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)

**SIGNATURE of Applicant or Assignee of Record**

Signature

Name

G. F. MacCleary

Date

12/9/05

Telephone

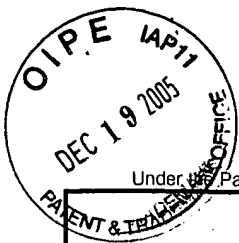
(412) 777-3012

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below\*.

☒ \*Total of 5 forms are submitted.

This collection of information is required by 37 CFR 1.36. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.



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PTO/SB/96 (11-05)  
Approved for use through 07/31/2006. OMB 0651-0031  
U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

**STATEMENT UNDER 37 CFR 3.73(b)**

Applicant/Patent Owner: BAYSYSTEMS NORTH AMERICA LLC

Application No./Patent No.: 10/801,158 Filed/Issue Date: MARCH 5, 2004

Entitled: METHOD OF CONSOLIDATING SAND OR GRAVEL INTO A SOLID MASS

BAYSYSTEMS NORTH AMERICA LLC, a LIMITED LIABILITY COMPANY  
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest  
(The extent (by percentage) of its ownership interest is \_\_\_\_\_%)

in the patent application/patent identified above by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: SCOTT A. BROWN To: POLYTHANE SYSTEMS, INC.  
The document was recorded in the United States Patent and Trademark Office at  
Reel 016261, Frame 0361, or for which a copy thereof is attached.
2. From: POLYTHANE SYSTEMS, INC To: BAYSYSTEMS NORTH AMERICA LLC  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
3. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☒ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

G. F. MacCleary  
Signature

12/9/05  
Date

G. F. MacCleary

(412) 777-3012

Chairperson of the Board

Telephone Number

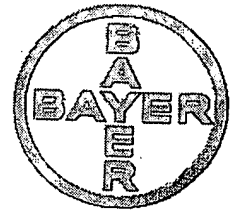
Chairperson of the Board

Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

# Bayer MaterialScience



*COPY*

Date: October 24, 2005  
ASSIGNMENT BRANCH

To: USPTO

Company:

Fax: 571-273-0140 Pages: 19

From: DONNA J. VEATCH

Fax: 412-777-3912 Tel. 412-777-3860

**FAX**

cc:

Bayer MaterialScience LLC  
Americas  
100 Bayer Road  
Pittsburgh, PA 15205-9741

## ASSIGNMENT FOR RECORDAL

Please see the attached Recordation Form Cover Sheet and the Assignment document. If there are any problems, please call me.

Thank you.

  
Donna J. Veatch

## NOTICE OF CONFIDENTIALITY

The information contained in and transmitted with this facsimile may be confidential, subject to the attorney-client privilege, attorney work product, and/or exempt from disclosure under applicable law and is intended only for the individual or entity named above. If you are not the intended recipient, you are hereby notified that inadvertent disclosure of this information to you does not constitute a waiver of confidentiality or privilege and that any review, disclosure, copying, or use of the contents of the facsimile by you is prohibited. If you have received this facsimile in error, please immediately call the sender collect at the above phone number, so that we can arrange for the return of the original facsimile at our cost.



RECORDATION FORM COVER SHEET  
**PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

POLYTHANE SYSTEMS, INC.  
EVEREST COATINGS, INC.  
POLYTRUST

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) SEPTEMBER 1, 2005

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Name: BAYSYSTEMS NORTH AMERICA LLC

Internal Address: \_\_\_\_\_

Street Address: 100 BAYER ROAD

City: PITTSBURGH

State: PA

Country: USA Zip: 15205

Additional name(s) & address(es) attached? ☐ Yes ☒ No

**4. Application or patent number(s):**

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

10/326,338  
10/801,164  
10/801,158  
10/890,672

B. Patent No.(s)

6,521,673

Additional numbers attached? ☐ Yes ☒ No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: LYNDANNE WHALEN

Internal Address: BAYER MATERIALSCIENCE LLC

Street Address: 100 BAYER ROAD

City: PITTSBURGH

State: PA Zip: 15205

Phone Number: 412-777-3860

Fax Number: 412-777-3912

Email Address: donna.veatch@bayermaterialscience.com

**6. Total number of applications and patents involved: 5**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 200.00**

- ☐ Authorized to be charged by credit card  
☒ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 13-3848

Authorized User Name DONNA J. VEATCH

**9. Signature:**

Donna J. Veatch  
Signature

OCTOBER 24, 2005  
Date

DONNA J. VEATCH  
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 18

CG\_976913\_1 ASSIGNMENT OF IP FINAL AUGUST 15 2005.DOC

## ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this "Assignment") is made as of Sept. 1, 2005 among BAYSYSTEMS NORTH AMERICA LLC, a Delaware limited liability company ("Assignee"), POLYTHANE SYSTEMS, INC., a Texas corporation ("Polythane"), EVEREST COATINGS, INC., a Texas corporation ("Everest"), and POLYTRUST, a Texas trust ("Polytrust", and together with Polythane and Everest, each a "Assignor" and collectively the "Assignors").

### PREAMBLE

TS Assignors, Assignee, and Thomas A. Sparks are parties to that certain Asset Purchase Agreement, dated as of July 17, 2005 (the "Asset Purchase Agreement"), pursuant to which Assignee has, among other things, agreed to acquire from Assignors, and Assignors have agreed to sell to Assignee, all of Assignors' rights, title, and interest in and to the following: (i) the trademarks and service marks set forth on Attachment I hereto (the "Trademarks"); (ii) the copyrights set forth on Attachment II hereto (the "Copyrights"); (iii) the inventions, patents, and patent applications set forth on Attachment III hereto (the "Patents and Patent Applications"); and (iv) the technology, know-how, trade secrets, proprietary processes, methods, algorithms, and formulae, set forth on Attachment IV hereto (the "Know-How"). Assignors are desirous of assigning to Assignee and Assignee is desirous acquiring all Assignors' rights, title and interest in and relating to the Trademarks, the Copyrights, the Patents and Patent Applications and the Know-How. Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Asset Purchase Agreement. Therefore, the parties agree as follows with the intent to be legally bound.

### AGREEMENT

1. Assignors hereby assign, transfer, set over, and deliver to Assignee and its successors and assigns, all of the right, title, and interest of Assignors in and to the following, including all causes of actions, claims and demands or other rights for, or arising from, any infringement arising or occurring after the Closing, excluding past infringement, all rights of priority under any international conventions and any other international agreements to which the United States adheres, all income, royalties, damages, claims, and payments hereafter due or payable with respect thereto, and all rights corresponding thereto throughout the world:

- (a) the Trademarks, together with the goodwill of the business connected with the use of and symbolized by the Trademarks, and all renewals thereof;
- (b) the Copyrights, and all renewals, reversions and extensions thereof;
- (c) the Patents and Patent Applications and inventions disclosed therein, and all continuations, divisions and reissues; and
- (4) the Know-How.

2. Assignors further agree, without further consideration but at Assignee's expense, to cause to be performed such lawful acts and to execute such further assignments and other lawful documents as Assignee may reasonably request to effectuate fully this Assignment.

3. Concurrent with this Assignment, Assignors shall revoke all powers of attorney then in place with the United States Patent and Trademark Office respecting the Patents and the Patent Applications and the parties shall execute a power of attorney or authorization of agent, whereby Assignors transfer to Assignee or Assignee's designated agent the power to prosecute and maintain the Patents and Patent Applications, and to transact all business in the United States Patent and Trademark Office connected therewith.

4. This Assignment may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same agreement. In the event of any conflict between this Assignment and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control. This Assignment shall be governed and construed in accordance with the internal Laws of the Commonwealth of Pennsylvania, without regard to any applicable principles of conflicts of law. Each of the parties hereto hereby irrevocably and unconditionally consents to submit to the jurisdiction of the courts of the State of Texas and of the United States of America located in the State of Texas for any litigation arising out of or relating to this Assignment and the transactions contemplated hereby (and agrees not to commence any litigation relating thereto except in such courts). The parties agree that a final judgment in any such litigation shall be conclusive and may be enforced in other jurisdictions by suits on the judgment or in any other manner provided by law.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Intellectual Property to be executed by the signature of its duly authorized officer as of the date above first written:

**POLYTHANE SYSTEMS, INC.**

By: Thomas A. Sparks  
Name: Thomas A. Sparks  
Title: CEO

**EVEREST COATINGS, INC.**

By: Thomas A. Sparks  
Name: Thomas A. Sparks  
Title: CEO

**POLYTRUST**

By: Thomas A. Sparks  
Name: Thomas A. Sparks  
Title: Trustee

Accepted and Agreed to by:

**BAYSYSTEMS NORTH AMERICA  
LLC**

By: G.F. MacClellan  
Name: G.F. MacClellan  
Title: S.V.P. - Marketing Prod.

## ATTACHMENT I

REGISTERED TRADEMARKSJurisdictionTrademarkReg. No. /  
(App. No.)Issued /  
(Date App.)Internet Domain Names:



**Trademark Name****Owner**REDACTED

## ATTACHMENT II

### COPYRIGHTS

The Copyrights consist of the following of Assignors' promotional materials that are used solely in the Business as conducted as of the Closing Date:

8/8/2005

Account Domain Expires Pointed to Comments

REDACTED

BEST AVAILABLE COPY

8/8/2005  
Comments  
Reported to  
Dayer Polymer Law

REDACTED

## Software Licenses

REDACTED

## Cost and Period of IT

REDACTED

BEST AVAILABLE COPY

## ATTACHMENT III

## PATENTS AND PATENT APPLICATIONS

<u>Juris-</u> <u>diction</u>	<u>Patent</u>	<u>Patent No.</u> <u>(App. No.)</u>	<u>Issue Date</u> <u>(Date App.)</u>

# **U.S. Patent No. 6,521,673**

- **Composition and Method for Preparing  
Polyurethanes and Polyurethane Foams**

- Priority Date: 11/03/1999  
Filing Date: 10/10/2000

# PATENT #6,521,673 RELATED

U.S. Provisional Patent Application Serial No. 60/163,414 U.S.

Continuation Patent Application Serial No. 10/326,338

International Patent Application No. PCT/US00/29668

Australian Patent Application No. 13491/01 (issued 3/23/05)

Australian Divisional Patent Application No. (not yet assigned)

Canadian Patent Application No. 2,389,594

European Patent Application No. 00975440.9

Japanese Patent Application No. 2001-535453



# **U.S. Patent Application Serial**

## **No. 10/801,164**

- **Joint Fill Composition and Method**
- Priority Date: 03/07/2003  
Filing Date: 03/05/2004
- Related Filings: U.S. Provisional Patent  
Application Serial No. 60/452,706
- International Patent Application No.  
PCT/US2004/07087

# **U.S. Patent Application Serial**

## **No. 10/801,158**

- **“Method of Consolidating Sand or Gravel into  
a Solid Mass”**

Priority Date: 03/07/2003

Filing Date: 03/05/2004

Related Filings:

International Patent Application No. PCT/US2004/07080

U.S. Provisional Patent Application Serial No. 60/452,765

# **U.S. Patent Application Serial**

## **No. 10/890,672**

- **“Water Blown Polyurethane  
Spray Foam System”**

**Priority Date: 07/14/2004**

**Filing Date: 07/14/2004**

**Related Filings: None**

AKIN GUMP  
STRAUSS HAUER & FELD LLP  
Attorneys at Law

GREGORY HASLEY  
713.220.8101/fax: 713.236.0822  
ghasley@akingump.com

July 25, 2005

VIA FIRST CLASS MAIL

Thomas A. Sparks  
Polythane Systems, Inc.  
P. O. Box 1452  
Spring, Texas 77383-1452

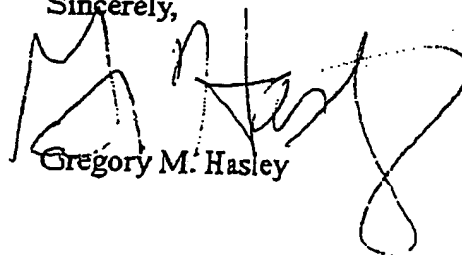
Re: New PCT Application  
"WATER BLOWN POLYURETHANE SPRAY FOAM SYSTEM"  
Our file: H053699.0012WO

Dear Tom:

This is a letter to confirm that we filed the above-mentioned PCT patent application on July 12, 2005. We have enclosed a photocopy of the filing documents related to this application.

We will keep you informed of all developments with respect to this matter.

Sincerely,



Gregory M. Hasley

GMH/acl

Enclosure

ATTACHMENT IV

KNOW-HOW

REDACTED

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